

4156

1 BILL NO. S-78-08- 14

2 SPECIAL ORDINANCE NO. S- 133-78

3 AN ORDINANCE approving a contract for
4 Street Improvement Resolution No. 5806-
5 1978, between the City of Fort Wayne,
Indiana and Hipskind Asphalt Corporation
for resurfacing and restoring pavement.

6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
7 INDIANA:

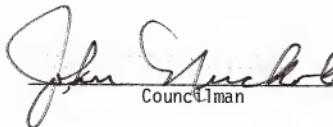
8 SECTION 1. That a certain contract, dated July 31, 1978, between
9 the City of Fort Wayne, Indiana, by and through its Mayor and the Board of
10 Public Works, and Hipskind Asphalt Corporation, for:

11 resurfacing pavement in the 3rd & 4th Councilmanic
12 Districts, West State Boulevard, Poinsette Drive,
Sprunger Avenue, Emerson Avenue, Freeman Street,
Winchester Road, State Boulevard,

14 under Board of Public Works Street Improvement Resolution No. 5806-1978, at
15 a total cost of \$262,034.50, all as more particularly set forth in said
16 contract which is on file in the office of the Board of Public Works and
17 is by reference incorporated herein and made a part hereof, be and the
18 same is in all things hereby ratified, confirmed and approved.

19 SECTION 2. That this Ordinance shall be in full force and effect
20 from and after its passage and approval by the Mayor.

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John Spuchob
Councilman

APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by Nuckols, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19_____, at _____ o'clock M., E.S.T.

DATE: 8-8-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (PASSED) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>1</u>	_____	_____	<u>2</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	_____	<u>✓</u>
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	<u>✓</u>	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-22-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 8133-78 on the 22nd day of August, 1978.
ATTEST: (SEAL)

Charles W. Westerman

CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of August, 1978, at the hour of 11:00 o'clock M., E.S.T.

Charles W. Westerman

CITY CLERK

Approved and signed by me this 24th day of August, 1978, at the hour of eleven o'clock

Robert G. Armstrong
MAYOR

Bill No. S-78-08-14

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract for Street Improvement Resolution No. 5806-1978, between the
City of Fort Wayne, Indiana and Hipskind Asphalt Corporation for
resurfacing and restoring pavement.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance ~~ext~~ PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

8-22-78 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING _____
RATIFICATION _____

CONTRACT

This Agreement, made and entered into this 31 day of July, 1978
by and between _____

-----HIPSKIND ASPHALT CORPORATION-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Resolution No. 5806-1978: To improve by resurfacing and restoring pavement outlined on attached Improvement Resolution for Streets in the 3rd and 4th Councilmanic Districts.

by grading and paving the roadway to a width of XXXXXXXXXX feet with XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5806-1978 and at the following prices per One foot

At the following prices:

Pavement Removal	Five dollars and no cents per square yard	5.00
H.A.C. #9 Binder	Nineteen dollars and no cents per ton	19.00
H.A.C. #11 Binder	Nineteen dollars and fifty cents per ton	19.50
H.A.C. A-2 Surface	Twenty dollars and fifty cents per ton	20.50
H.A.C. "B" Surface	Twenty dollars and fifty cents per ton	20.50
Crack & Joint Filler	Six hundred dollars and no cents per ton	600.00
Water Valves Adjust & Set to Grade	Fifty dollars and no cents for each	50.00
Catch Basins Adjust & Set to Grade	One hundred seventy-five dollars and no cents for each	175.00
Manholes Adjust & Set to Grade	One Hundred twenty-five dollars and no cents for each	125.00
	Seven dollars and no cents per ton	7.00

Set to Grade	and no cents for each	
#53 Stone	Seven dollars and no cents per ton	7.00
Corregated Metal Pipe 12"	Twelve dollars and no cents per lineal foot	12.00
Ditching & Cleaning	One dollar and fifty cents per lineal foot	1.50
SUB-TOTAL	Two hundred forty thousand six hundred sixty-nine dollars and fifty cents	240,669.50
Pavement Removal	Five dollars and no cents per square yard	5.00
H.A.C. #9 Binder	Nineteen dollars and no cents per ton	19.00
H.A.C. #11 Binder	Nineteen dollars and fifty cents per ton	19.50
H.A.C. A-2 Surface	Twenty dollars and fifty cents per ton	20.50
Crack & Joint Filler	One thousand dollars and no cents per ton	1,000.00
Catch Basins Adjust & Set to Grade	One hundred seventy-five dollars and no cents for each	175.00
Manholes Adjust & Set to Grade	One hundred twenty-five dollars and no cents for each	125.00
Water Valves Adjust & Set to Grade	Fifty dollars and no cents for each	50.00
SUB-TOTAL	Nineteen thousand six hundred fifteen dollars and no cents	19,615.00
Marshall Verification Tests	One hundred twenty-five dollars and no cents for each	125.00
TOTAL	Two hundred sixty-two thousand thirty-four dollars and fifty cents	262,034.50

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5806-78 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Oct. 15, 19⁷⁸ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19_____

ATTEST:

James F. Hyskurd
CORPORATE SECRETARY

HIPSKIND ASPHALT CORPORATION

BY: *Loyce M. Hyskurd*
TTS: *Vice Pres*
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Henry R. Weisberg
May J. Scott

ATTEST:

Ursula Miller
Secretary and Clerk

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY.

W.M. Miller
CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates;
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5806 -1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDEANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. West State Blvd. - from the west curb line of Sherman Blvd. to the west property line of Cambridge Blvd.
2. Poinsette Drive - from the west curb line of Cherokee Road to the south curb line of State Blvd.
3. Sprungier Avenue - from the north curb line of Spring Street to the north property line of Ellen Avenue.
4. Emerson Avenue - from the west property line of Sprunger Ave. as platted west, south of Emerson Avenue to the east property line of Sprunger Avenue as platted north of Emerson Avenue.
5. Freeman Street - from the south pavement line of Jefferson Blvd. to the north curb line of Taylor Street.
6. Winchester Road - from a point 1,000 Ft. ± northwest of Baer Field Thruway to the east pavement line of Bluffton Road.

ALTERNATE

7. State Blvd. - from the west property line of Cambridge Blvd. to a point 30 Ft. ± west of Tyler Avenue.

with Hot Asphalt Binder (as per design mix formula)

with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this _____ day of _____, 1978.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Henry P. Wahrenberg
Henry P. Wahrenberg, Chairman

Ethel H. LaMar, Member

Nex G. Scott
Nex G. Scott, Member

ATTEST: *Ursula Miller*
Clerk

GUARANTY BOND

Know All Men by These Presents, That we -----

-----HIPSKIND ASPHALT CORPORATION-----

Contractors

as principal, and -----

-----TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS-----

as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED SIXTY-TWO THOUSAND THIRTY-FOUR DOLLARS AND FIFTY CENTS -----

(\$262,034.59)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----HIPSKIND ASPHALT CORPORATION-----

did on the ----- day of -----

, enter into a contract with the City of Fort Wayne to construct a

Pavement

on Resolution no. 5806-1978: Streetnam To improve by resurfacing and restoring pavement outlined on attached Improvement Resolution for Streets in the 3rd and 4th Councilmanic Districts.-----

----- according to certain plans and specifications, and for a period of three years also warranting and guaranteeing the work/material and condition of the pavement thereof as provided in aforesaid contract and specifications. Now if the said -----

-----HIPSKIND ASPHALT CORPORATION----- shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this ----- day of -----

ATTEST:

James F. Kipkild
Corporate Secretary

HIPSKIND ASPHALT CORPORATION

(SEAL)

BY: X Daniel J. Kipkild

(SEAL)

ITS: Vice Pres

(SEAL)

Approved this 31 day of -----

Henry P. Wittenberg

July, 1978

ATTEST:

Ursula Miller
Secretary and Clerk

Board of Public Works.

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Teresina J. Wied
(Attorney-in-Fact)

LIABILITY BOND



Know All Men by These Presents, That we _____
----- HIPSkind ASPHALT CORPORATION -----
as principal, and _____
----- TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS -----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED
SIXTY-TWO THOUSAND THIRTY-FOUR DOLLARS AND FIFTY CENTS-----
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

(\$ 262,034.50)

The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pave-
ment as to the workmanship, material and conditions for the period of three(3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-
main in full force and virtue in law and in the event the said City shall extend the time for the comple-
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____ day of _____

ATTEST:

James F. Hipskind
Corporate Secretary

HIPSkind ASPHALT CORPORATION (SEAL)

BY: James F. Hipskind (SEAL)

ITS: Willie D. Price (SEAL)

(SEAL)

Approved this 31 day of July 1978

ATTEST:

Henry J. Wehnerberg

Secretary and Clerk

May G. Scott

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

July 18, 1978

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Terrance J. Wren (Attorney-in-Fact)
V. 151

IN RE:

JUL - 5 1978

WAGE SCALE

CODE: S-SKILLED
 SS-Semi SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUG. AND SEPT., 1978.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

ASBESTOS WORKER

BOILERMAKER

BRICKLAYER

CARPENTER (BUILDING)
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)
(HIGHWAY)
(SEWER)

LATHER

MILLWRIGHT & PILEDRIVER

OPERATING ENGINEER (BUILDING)
(HIGHWAY)
(SEWER)

PAINTER

PLASTERER

PLUMBER & STEAMFITTER

MOSAIC & TERRAZZO GRINDER

ROOFER

SHEETMETAL WORKER

TEAMSTER (BUILDING)
(HIGHWAY)

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID.

The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 5 DAY OF July, 1978

Wayne T. Kepler
REPRESENTING GOVERNOR, STATE OF INDIANA
Henry J. Schubert
REPRESENTING THE BOARD OF WORKS
Paul M. Rice
REPRESENTATIVE STATE AFL-CIO

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including actions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT - ST. IMPROV. RESOL. NO. 5806-78 - HIPSKIND
ASPHALT CORP.

4156

DEPARTMENT REQUESTING ORDINANCE

BOARD OF PUBLIC WORKS

L-78-08-14

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET IMPROVEMENT RESOLUTION NO. 5806-78 - 3rd & 4th

COUNCILMANIC DISTRICTS, WEST STATE BLVD., POINSETTE DR., SPRUNGER AVE., EMERSON AVE.,

FREEMAN STREET, WINCHESTER ROAD, STATE BLVD., TO BE RESURFACED BY HIPSKIND ASPHALT

CORP., IN THE AMOUNT OF \$262,034.50

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED JULY 7, 1978

EFFECT OF PASSAGE RESURFACE AND RESTORE PAVEMENT TO ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE INABILITY TO PROCEED WITH PLAN TO
RESURFACE AND RESTORE PAVEMENT TO ABOVE-DESCRIBED AREA

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$262,034.50 - FROM REVENUE SHARING

ASSIGNED TO COMMITTEE

EP

J. P. Bell / JPB